

EXHIBIT A

DETROIT INSURANCE AGENCY

PIONEER BUILDING - DETROIT, MICHIGAN

Mr. James C. Kennedy,
Land and Tax Commissioner
Lease Division
Great Northern Railway Company
St. Paul 1, Minnesota



Dear Mr. Kennedy:

This is in response to your letter of May 3 in which you expressed the opinion that Endorsement 9 of Royal Indemnity Company General Liability Policy RLG 021621 does not fully protect you as provided for in the Permit involving the bridge and conveyor belt at Libby, Montana, used by Zonolite Company. You are correct that the policy you refer to does not fully protect the Great Northern Railway Company. However, your files should contain an additional policy issued by the Royal Indemnity Company numbered RLH 021669, which is issued for the period April 20, 1959 to April 20, 1962, specifically naming the Great Northern Railway Company as the insured and covering the construction, maintenance, use and removal of suspension bridges and conveyors. This obligation has been handled in this manner in a separate policy for many years because of Article 9 of your agreement with Zonolite Company which specifically requires that Zonolite Company provide and pay for a liability policy protecting the Railway Company against loss. It has been our understanding since 1950 that this method of providing for the Great Northern Railway was satisfactory. If there is some other arrangement you wish us to make we will be most happy to do so.

In reviewing Policy RLH 021669, I note that the word "contraction" has been used rather than the word "construction". We will prepare an endorsement correcting the word "contraction" to read "construction" and forward the endorsement on to you.

Yours very truly,

J. L. Toot
Account Executive

JLT:ed

GCO000174

EXHIBIT B

SA-919

JUG 11 1954 ENDORSEMENT

This endorsement is attached to and hereby made part of the Policy designated below and is effective as of the date and hour indicated (standard time at the address of the named insured as stated in the Policy).

POLICY NUMBER	NAME OF COMPANY	EXPIRE (Month) <input type="text"/> (Year) <input type="text"/>
RIG 1180	Baylor Indemnity Company	TYPE <input type="text"/> DATE March 31, 1954
NAME OF INSURED		EXPIRE <input type="text"/> TYPE <input type="text"/> NAME <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM <input type="text"/> PHONE NUMBER <input type="text"/>
Zonolite Company		

In consideration of an additional premium charged the Company agrees to assume the liability for bodily injuries including resulting death and for damage to property, which liability the insured has assumed by virtue of the following wording contained in a contract entered into between the insured and Great Northern Railway Company, dated April 20, 1950 and supplemental agreements dated 10-12-50 and 4-25-52 in connection with suspension bridge and conveyor belt, as follows:

The applicant shall, and hereby does, release and discharge the Railway Company of and from any and all liability for damage to or destruction of the said suspension bridge and conveyor belt and all other property of the applicant located upon said premises, however such damage or destruction may occur or be caused. The applicant shall, and hereby does, further agree to indemnify and hold harmless the Railway Company of and from any and all liability, damage, recoveries, judgments, costs, expense or other charges and demands, on account of injuries to or death of one or more persons, or damage to or destruction of the property of one or more persons (including the property of the Railway Company) resulting from or during the construction, repair, maintenance or operation of said bridge and conveyor belt, or resulting from or during the use of said premises by the applicant, the applicant's agents, servants, employees, patrons or customers, or by any other persons, whether caused by the negligence of the Railway Company, its agents, servants and employees, or otherwise. The applicant further agrees to appear and defend in the name of the Railway Company any suits or actions at law brought against it on account of any such personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railway Company in any such suit or action. The liability assumed by the applicant herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against the Railway Company may arise in whole or in part out of the negligence of the Railway Company, its officers, agents, servants or employees, or be contributed to in whole or in part by such negligence. The foregoing language of this section 6 shall not be construed as imposing on the applicant liability for any loss or damage to persons or property which would have occurred in the absence of the construction, repair, maintenance, operation or existence of the said suspension bridge, conveyor belt

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of this Policy except as herein stated, nor shall this endorsement bind the Company unless countersigned by a duly authorized representative of the Company.

Comments by:

INTERSTATE DISTRACTION AGENCY

— 2 —

Conrad

3003-Authorized Representative

SA-920

ENDORSEMENT

This endorsement is attached to and hereby made part of the Policy designated below and is effective as of the date and hour indicated (standard time at the address of the named insured as stated in the Policy).

POLICY NUMBER 910-1180	NAME OF COMPANY Royal Indemnity Company	ISSUED (Month) March DUE (Month) April DATE March 11, 1954
NAME OF BUSINESS Zonolite Company		TERM TYPE NAME <input checked="" type="checkbox"/> 12.01 <input type="checkbox"/> A.M. <input type="checkbox"/> 12.00 <input type="checkbox"/> P.M. Producer Code Number 00000000

(Continued) and loading dock and their appurtenances upon the property of the Railway Company.

This endorsement is issued subject to all agreements, exclusions, conditions, declarations, and other terms contained in the policy, except as modified by this endorsement.

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of this Policy, except as herein stated, nor shall such endorsement bind the Company unless countersigned by a duly authorized representative of the Company.

Counter-signed by:

DETROIT - INSURANCE AGENCY

Sa Deugan

8am Automated Registration

representative of the Company.

EXHIBIT C

SA-1725



CONTRACTUAL LIABILITY ENDORSEMENT END. NO. 11

This endorsement is issued for attachment to and is hereby made a part of the policy designated below and is effective as of the date indicated at 12:01 A.M. standard time at the address of the named insured as stated in the policy.

Policy Number RLG 021622	Name of Company ROYAL INDEMNITY COMPANY	Endorsement (Month, Day, Year) Effective April 1, 1962
-----	-----	Date -----
-----	-----	Additional Premium S INCLUDED
-----	-----	Present Case Number -----

Counter-signed by DETROIT INSURANCE AGENCY

It is agreed that such Contractual Liability insurance as is afforded by the policy for Bodily Injury Liability and/or Property Liability also applies to the liability assumed by the named insured under that part of a contract between the named insured and GREAT NORTHERN RAILWAY COMPANY dated APRIL 20, 1950 reading as follows:

SUPPLEMENTED BY 10-12-50 AND 4-25-52 AGREEMENTS

THE APPLICANT SHALL, AND HEREBY DOES, RELEASE AND DISCHARGE THE RAILWAY COMPANY OF AND FROM ANY AND ALL LIABILITY FOR DAMAGE TO OR DESTRUCTION OF THE SAID SUSPENSION BRIDGE AND CONVEYOR BELT AND ALL OTHER PROPERTY OF THE APPLICANT LOCATED UPON SAID PREMISES, HOWEVER SUCH DAMAGE OR DESTRUCTION MAY OCCUR OR BE CAUSED. THE APPLICANT SHALL, AND HEREBY DOES, FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RAILWAY COMPANY OF AND FROM ANY AND ALL LIABILITY, DAMAGE, RECOVERIES, JUDGMENTS, COST, EXPENSE OR OTHER CHARGES AND DEMANDS, ON ACCOUNT OF INJURIES TO OR DEATH OF ONE OR MORE PERSONS, OR DAMAGE TO OR DESTRUCTION OF THE PROPERTY OF ONE OR MORE PERSONS (INCLUDING THE PROPERTY OF THE RAILWAY COMPANY) RESULTING FROM OR DURING THE CONSTRUCTION, REPAIR, MAINTENANCE OR OPERATION OF SAID BRIDGE AND CONVEYOR BELT, OR RESULTING FROM OR DURING THE USE OF SAID PREMISES

LOCATION: LIBBY, MONTANA

(CONTINUED ON REVERSE SIDE)

The insurance afforded under this endorsement is only with respect to such and so much of the following coverages as is desired by specific limits of liability.

Coverage	Limits of Liability
Bodily Injury Liability	\$ 200,000.00
each person	\$ 500,000.00
Property Damage Liability	\$ 500,000.00
each accident	\$ 500,000.00
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Designation of Contract:	Premium Basis
GREAT NORTHERN RAILWAY CO.-BATED 4-20-50 AND SUPPLEMENTAL AGREEMENTS DATED 10-12-50 AND 4-25-52 IN CONNECTION WITH SUSPENSION BRIDGE AND CONVEYOR BELT.	Per Number Insured 100% of premium per day -----
0521	ONE
	18.60 52.50
Minimum Premiums- B.I.S.	P.D.S.
	Total Advance Premiums
	48.60 52.50

The other provisions of this endorsement are printed on the back of this sheet.

FOR OFFICE USE ONLY

LINE NUMBER	CLASS	CLASS	LIMITS	EXPIRE DATE	ITEM	EFFECTIVE DATE	B.I.S. PREMIUM	P.D.S. PREMIUM	APPROVED BY INSURER IN
0521	DM	DM							ENTER STATE

021622-100-3-53

SA-1726

Notwithstanding anything to the contrary contained in the contract referred to herein, it is agreed between the company and the named insured that the insurance provided by this endorsement does not apply:

1. To injuries to persons, including death, or to damage to or destruction of property, including the loss of use thereof, which are excluded by the printed terms, conditions and exclusions of the policy or any printed addendum or endorsement, unless such terms, conditions and exclusions are specifically amended by this endorsement by wording other than that contained in the contract referred to herein;
2. To any action on a contract by a person not a party thereto;
3. To damages awarded in any arbitration proceedings:
 - (a) involving questions of policy coverage;
 - (b) in which the company is given no part in the selection of the arbitrators and in the arbitration proceedings; or
 - (c) which are not confined to disputes between the parties to the contract referred to herein;
4. To injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
5. In liability for the sale, gift, distribution or use of any alcoholic beverage.

The premium with respect to which "cost" is the basic, is an estimated premium only. Upon termination of this endorsement, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis the word "cost" means the total cost to any subcontractor of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

Nothing herein contained shall be held to waive, alter, vary or extend any of the terms or provisions of the policy, except as herein stated, nor shall this endorsement bind the company unless countersigned by a duly authorized representative of the company.



PRESIDENT

BY THE APPLICANT, THE APPLICANT'S AGENTS, SERVANTS, EMPLOYEES, PATRONS OR CUSTOMERS, OR BY ANY OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RAILWAY COMPANY, ITS AGENTS, SERVANTS AND EMPLOYEES, OR OTHERWISE. THE APPLICANT FURTHER AGREES TO APPEAR AND DEFEND IN THE NAME OF THE RAILWAY COMPANY ANY SUITS OR ACTIONS AT LAW BROUGHT AGAINST IT ON ACCOUNT OF ANY SUCH PERSONAL INJURIES, DEATH, OR DAMAGE TO PROPERTY AND TO PAY AND SATISFY ANY FINAL JUDGMENT THAT MAY BE RENDERED AGAINST THE RAILWAY COMPANY IN ANY SUCH SUIT OR ACTION. - THE LIABILITY-ASSUMED-BY THE APPLICANT HEREIN SHALL NOT BE AFFECTED OR DIMINISHED BY THE FACT, IF IT BE A FACT, THAT ANY SUCH SUIT OR ACTION BROUGHT AGAINST THE RAILWAY COMPANY MAY ARISE IN WHOLE OR IN PART OUT OF THE NEGLIGENCE OF THE RAILWAY COMPANY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR BE CONTRIBUTED TO IN WHOLE OR IN PART BY SUCH NEGLIGENCE. THE FOREGOING LANGUAGE OF THIS SECTION 8 SHALL NOT BE CONSTRUED AS IMPOSING ON THE APPLICANT LIABILITY FOR ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY WHICH WOULD HAVE OCCURRED IN THE ABSENCE OF THE CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION OR EXISTENCE OF THE SAID SUSPENSION BRIDGE, CONVEYOR BELT AND LOADING DOCK AND THEIR APPURTEANCES UPON THE PROPERTY OF THE RAILWAY COMPANY.